

# Welcome – Please review these Terms of Use carefully

# Website Visitors are Bound by these Terms of Use

Use of this website is subject to these Terms of Use. By using this website, you are agreeing to be bound by these Terms of Use. If you do not agree to be bound by these Terms of Use, please exit this website and do not access any other pages. Any failure by South Essex Fabricating Inc. to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any term or condition. No course of conduct shall act to modify any provision of these Terms of Use, unless agreed to in writing by South Essex Fabricating Inc.

## **Proper Use of Website**

You may not interfere or attempt to interfere with the proper working of this website or with another's use and enjoyment of it through use of any device, software, routine, imposition of large loads or otherwise. Further, you may not violate any law in your use of this website.

#### **Interactions and Submissions**

South Essex Fabricating Inc. may from time to time provide interactive areas on this website, including through third party applications. The following additional terms and conditions apply to your use of any such interactive areas:

- You may not use interactive areas for any illegal purpose.
- You may not submit or post any material that infringes on the intellectual property rights of others.
- You may not submit or post any material that is defamatory, threatening, abusive, obscene, offensive or otherwise inappropriate which includes but is not limited to lewd, vulgar, or profane comments, ethnic, racial or religious slurs, cyber bullying, depictions of violence and obscenity or other submissions or posts of this nature.
- You may not post any material that constitutes an endorsement, advertisement or solicitation of business.
- You may not post chain letters or pyramid schemes.
- Your messages must be respectful.
- You may not impersonate another person or falsely claim to represent the interests of any group or person.

#### **Products and Services**

South Essex Fabricating Inc. may from time to time make certain products and/or services including blogs, recipes and educational tools available through this website. Additional terms



and conditions may apply to such products and services. You agree to abide by such other terms and conditions posted for or applicable to a specific product or service offered through this website, the latter terms shall take priority with respect to such product or service. South Essex Fabricating Inc. may make changes to any product or services offered through this website or to the terms and conditions that apply at any time and without notice.

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# Links

This website may from time to time provide links to other websites. The availability of these links does not mean we have reviewed them and does not constitute an endorsement by us. South Essex Fabricating Inc. does not assume responsibility whatsoever for the links or the policies or practices with respect to websites accessed through those links. We encourage you to review the terms of use for these third-party websites.

# **Third Party Material**

This website may contain material contributed by persons other than South Essex Fabricating Inc. The availability of such material does not mean that we have reviewed it and does not constitute an endorsement by us.

## **Down Time and Modification**

You acknowledge that this website or a part of it may be periodically unavailable in order to allow for maintenance or other reasons. We also put you on notice that we reserve the right at any time and from time to time to cancel or suspend, modify, discontinue temporarily or permanently the website, or any part thereof without notice.

#### Disclaimer

Nothing in this website is intended as advice or to meet the specific needs of individuals or organizations as situations will differ. The information on this website is presented for general purposes. We will not purposefully present inaccurate information on this website, however this website may from time to time unintentionally contain inaccuracies or errors. South Essex Fabricating Inc. does not make any warranty or representation with respect to the accuracy or



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Neither South Essex Fabricating Inc. nor any of its directors, officers, employees, agents, website contributors, assigns and/or those for whom South Essex Fabricating Inc. is responsible at law shall be liable to you for any expense, loss, or damage suffered by you and/or any other person arising directly or indirectly at any time from the use of this website or if the website is modified or becomes unavailable whether reasonably foreseeable or not.

# Indemnity

To the full extent permitted by applicable law, you agree to indemnify South Essex Fabricating Inc. and its directors, officers, employees, agents, website contributors and those for whom South Essex Fabricating Inc. is responsible in law against any and all liability resulting from your use of this website including without limitation resulting in any violation of these Terms of Use, and additional terms and conditions that may apply and/or violation of any law.

## Changes

These Terms of Use may change at any time and from time to time without notice at the sole discretion of South Essex Fabricating Inc. It is your responsibility to review these Terms of Use each time you access this website. Your continued use of this website following the posting of changes will mean that you accept and agree to any changes made from time to time.

# **Governing Law and Jurisdiction**

These Terms of Use shall be construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein. The forum for the settlement of any dispute relating directly or indirectly to these Terms of Use shall be the courts of Ontario located in Windsor, Ontario, Canada.

#### **Right to Restrict Use**

South Essex Fabricating Inc. reserves the right (but shall not be obligated) in its sole unfettered discretion, at any time to bar, block, or otherwise limit or restrict any person's access to and use of this website and to remove or modify any messages or materials submitted or posted, in whole or in part.

# Assignment



South Essex Fabricating Inc. may assign any or all of its rights and obligations under these Terms of Use to any person at any time without notice to you and in the event of any such assignment South Essex Fabricating Inc. is released from any and all obligations.

# Privacy

Collection of personal information from you by South Essex Fabricating Inc. through this or any other of its websites and any subsequent use and disclosure by South Essex Fabricating Inc. are subject to our privacy policy. Full Privacy Policy can be viewed at <u>https://southsx.com/wp-content/uploads/2020/10/SEF-Privacy-Policy.pdf</u>

## **More Information**

For more information, please contact us by clicking the "Contact Us" button at the top of the homepage and submitting your request electronically.